



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2937MV-2 8

EFFECTIVE BEGIN DATE: 06-13-2005
EXPIRATION DATE: 06-01-2006
PAGE: 1 of 8

BUYER : RANDALL STAPP
Randall.Stapp@iowa.gov
515-242-5005

PAYMENT TERMS (%): DAYS:

VENDOR:

SSC Corp
11335 Meredith Dr

Urbandale, IA 50322
USA

VENDOR CONTACT:

Andi Tisor
PHONE: 515-221-1208
EMAIL: atisor@ssccorp.net
VENDOR #: 42150735200
EXT:

DESCRIPTION OF ITEMS CONTRACTED

Flooring Products & Serv.- carpet, vinyl, ceramic, & rubber
From RFB # BD50100S780 due 6/3/05 on file at the Department of Administrative Services, General Services Enterprise, Hoover State Office Building Level A, Des Moines, Iowa 50319.
SSC Corporation is also known as Commercial Flooring Solutions, a division of Flooring Gallery.

Contact person:
Andi Tisor, Commercial Flooring Specialist
Phone: 515-221-1208
Cell: 515-554-2013
Fax: 515221-3340
E-mail: ATisor@ssccorp.net and also Tisor@mchsi.com

RENEWAL PERIODS REMAINING

1 Years
1 Years
1 Years

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL
SUB Political Sub-divisions

TOTAL \$39.75

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT2937MV-2 8
EFFECTIVE BEGIN DATE: 06-13-2005
EXPIRATION DATE: 06-01-2006
PAGE: 2 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
1	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: Mohawk Commercial Brand: Visual Art Backing: Ultraset	\$19.220000
2	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: Mohawk Commercial Brand: Modern Art Backing: Ultraset	\$19.220000
3	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: Mohawk Commercial Brand: New Collegiate Backing: Ecaset	\$15.520000
5	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: Mohawk Commercial Brand: Old Masters Backing: Ultraset	\$19.220000
6	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: Mohawk Commercial Brand: Surreal Everest Backing: EcoFlex	\$24.520000
7	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: C & A Flooring Brand: Tibet II Backing: ER3	\$16.650000
8	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: C & A Flooring Brand: Havoc Backing: ER3	\$18.200000
9	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: C & A Flooring Brand: Sail Away Backing: ER3	\$16.230000
10	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: Lees Brand: Design Scene Backing: Cushion Thermobond	\$22.940000
11	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: Lees Brand: Artlink Backing: Cushion Thermobond	\$22.110000
12	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: Lees Brand: Random Path Backing: Cushion Thermobond	\$18.230000
13	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: Mohawk Commercial Brand: The Original Backing: Ultraset	\$20.900000



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT2937MV-2 8
EFFECTIVE BEGIN DATE: 06-13-2005
EXPIRATION DATE: 06-01-2006
PAGE: 3 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
14	0.00000	SQYD	3607630	\$20.900000
			TILES, CARPET Manufacturer: Mohawk Commercial Brand: One First Backing: Ultraset	
15	0.00000 2005-06-13 2006-06-01		360	\$0.000000
			FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Install New Carpet Tile Flooring Fee - Daytime Rate per sq. yd.	
16	0.00000 2005-06-13 2006-06-01		360	\$0.000000
			FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Install New Carpet Tile Flooring Fee - Nights and Weekends Rate per sq. yd.	
17	0.00000 2005-06-13 2006-06-01		360	\$0.000000
			FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Removal of Old Carpet Tile Flooring Fee - Anytime per sq. yd.	
19	0.00000 2005-06-13 2006-06-01		360	\$0.000000
			FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Recycle Old Carpet Tile Flooring Fee - Anytime per sq. yd.	
21	0.00000	SQYD	3601025	\$8.550000
			CARPET, ROLLED Manufacturer: Mohawk Commercial Brand: New Collegiate 26 Backing: Actionbac	
22	0.00000	SQYD	3601025	\$15.830000
			CARPET, ROLLED Manufacturer: Mohawk Commercial Brand: Surreal Everest Backing: UPS	
23	0.00000	SQYD	3601025	\$15.280000
			CARPET, ROLLED Manufacturer: Mohawk Commercial Brand: Trax Backing: UPS	
24	0.00000	SQYD	3601025	\$16.640000
			CARPET, ROLLED Manufacturer: Mohawk Commercial Brand: One First Backing: UPS	
25	0.00000	SQYD	3601025	\$18.600000
			CARPET, ROLLED Manufacturer: Mohawk Commercial Brand: Barrier Island Backing: Woven	
26	0.00000	SQYD	3601025	\$14.360000
			CARPET, ROLLED Manufacturer: C & A Flooring Brand: Sail Away Backing: Ethos	
27	0.00000	SQYD	3601025	\$16.820000
			CARPET, ROLLED This product is 6 ft wide product. Manufacturer: Lees Brand: Starting Ground Backing: Unibond RE	
28	0.00000 2005-06-13 2006-06-01		360	\$0.000000
			FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Install New Roll Goods Flooring Fee - Daytime Rate per sq. yd.	



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT2937MV-2 8

**EFFECTIVE BEGIN DATE: 06-13-2005
EXPIRATION DATE: 06-01-2006
PAGE: 4 of 8**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
29	0.00000 2005-06-13 2006-06-01		360 FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Install New Roll Goods Flooring Fee - Nights and Weekends Rate per sq. yd.	\$0.000000
30	0.00000 2005-06-13 2006-06-01		360 FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Removal of Old Roll Goods Flooring Fee- Anytime rate per sq. yd.	\$0.000000
32	0.00000 2005-06-13 2006-06-01		360 FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Recycle Old Roll Goods Flooring Fee - Anytime Rate per sq. yd.	\$0.000000
34	0.00000	SQYD	3601025 CARPET, ROLLED Manufacturer: Lees Brand: Square Layers Backing: Unibond RE	\$21.800000
35	0.00000	SQYD	3601025 CARPET, ROLLED Manufacturer: Lees Brand: Metrotek II Backing: Unibond RE	\$18.250000
36	0.00000	SQYD	3601025 CARPET, ROLLED Manufacturer: Lees Brand: Bottega II Backing: Unibond RE	\$19.450000
37	0.00000		3607630 TILES, CARPET	\$0.000000
38	0.00000	SQFT	3608560 TILE, VINYL COMPOSITION, FLOOR VCT = Vinyl Composition Tile Note: Old flooring removal fee may be required, depending on job. Currently no recycling system for old vinyl flooring. Manufacturer: Mannington Brand: VCT - Essentials Backing:	\$0.680000
39	0.00000	SQYD	36058 Sheet Vinyl, Non-Cushioned Note: \$26.41 per sq yd Cut. Old flooring removal fee may be required, depending on job. Currently no recycling system for old vinyl flooring. Manufacturer: Mannington Brand: Relay - Sheet Vinyl Backing:	\$23.880000
40	0.00000	SQFT	360 FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Note: Old flooring removal fee may be required, depending on job. Ceramic Tile Manufacturer: DAL Tile Brand: Eco-Tile	\$6.300000
41	0.00000 2005-06-13 2006-06-01		360 FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Note: Old flooring removal fee may be required, depending on job. Ceramic Tile installation rate per sq ft - Anytime rate, any size job.	\$0.000000



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT2937MV-2 8

**EFFECTIVE BEGIN DATE: 06-13-2005
EXPIRATION DATE: 06-01-2006
PAGE: 5 of 8**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
42	0.00000	SQFT	360 FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Old flooring removal fee may be required, depending on job. Rubber Flooring Roll Goods. Manufacturer: Amorim 1/4" thick	\$1.800000
43	0.00000	SQFT	3608340 TILE, FLOOR, RUBBER Old flooring removal fee may be required, depending on job. Rubber Tile Goods Manufacturer: Amorim	\$3.100000
44	0.00000 2005-06-13 2006-06-01		For interlocking rubber tiles see line # 53. 360 FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Old flooring removal fee may be required, depending on job. Rubber flooring installation rate per sq. ft. - Anytime rate, any size job.	\$0.000000
45	0.00000	SQYD	3607630 TILES, CARPET Manufacturer: Lees Brand: The Groove Backing: Cushion Thermobond	\$23.290000
46	0.00000	SQYD	3601025 CARPET, ROLLED Manufacturer: Mohawk Commercial Brand: Feathergrid Backing: UPS	\$15.280000
47	0.00000	SQYD	3601025 CARPET, ROLLED Manufacturer: Lees Brand: Bello II Backing: Unibond RE	\$18.000000
48	0.00000	SQYD	3601025 CARPET, ROLLED Manufacturer: Lees Brand: Moontrail II Backing: Unibond RE	\$18.000000
49	0.00000	SQYD	3601025 CARPET, ROLLED Manufacturer: Lees Brand: Cubes Backing: Unibond RE	\$21.530000
50	0.00000	SQYD	3601025 CARPET, ROLLED Manufacturer: Lees Brand: Photo Finish Backing: Unibond RE	\$18.000000
51	0.00000 2005-06-13 2006-06-01		360 FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Old flooring removal fee may be required, depending on job. Installation of the new Vinyl Compostition Tile is \$.50 per sq ft. - Anytime rate, any size job.	\$0.000000
52	0.00000 2005-06-13 2006-06-01		360 FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Old flooring removal fee may be required, depending on job. Installation of the new Vinyl Sheet Goods is \$9.00 per sq. yd. - Anytime rate, any size job.	\$0.000000



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT2937MV-2 8

**EFFECTIVE BEGIN DATE: 06-13-2005
EXPIRATION DATE: 06-01-2006
PAGE: 6 of 8**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
53	0.00000	SQFT	3608340 TILE, FLOOR, RUBBER Old flooring removal fee may be required, depending on job. Interlocking Rubber Tile Goods Manufaturer: Amorim	\$3.450000
54	0.00000	SQYD	For non-interlocking rubber tiles see line # 43. 3607630 TILES, CARPET These are costs for Refurbished Carpet Tiles when you wish to refurbish your own existing carpet tiles on projects under 2500 sq yds.. Cost goes down to \$7.60/sqyd on projects over 2500 sq yds. Material cost does not include freight if shipping to and from different addresses troughout Iowa (add \$1.00 per sq yd for freight). TO ORDER REFURBISHED CARPET TILES USE A PURCHASE ORDER DOCUMENT AND REFERENCE THIS CONTRACT NUMBER. Manufacturer: Mohawk Industries (in partnership with DPM Enterprises) Brand: Varies Backing: Varies	\$8.150000
55	0.00000	SQYD	3607630 TILES, CARPET These are costs for Refurbished Carpet Tiles when you wish to purchase existing carpet tiles off the shelf on small projects. Cost goes down to \$10.50/sqyd based upon availability, quality and quantity. TO ORDER REFURBISHED CARPET TILES USE A PURCHASE ORDER DOCUMENT AND REFERENCE THIS CONTRACT NUMBER. Manufacturer: Mannington Commercial (through a partnership)Brand: Varies Backing: Varies	\$13.950000



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT2937MV-2 8

EFFECTIVE BEGIN DATE: 06-13-2005
EXPIRATION DATE: 06-01-2006
PAGE: 7 of 8

TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2937MV-2 8
EFFECTIVE BEGIN DATE: 06-13-2005
EXPIRATION DATE: 06-01-2006
PAGE: 8 of 8

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.